

Issue Date: **January 11, 2005**



PROGRAM SOLICITATION PS 05-02

for a Cooperative Agreement for:

Shakespeare in American Communities: Phase III

(National Initiatives)

Issued by
National Endowment for the Arts
Grants & Contracts Office, Room 618
1100 Pennsylvania Ave., NW
Washington, D.C. 20506

Proposals in response to this solicitation in original and three (3) copies will be received at the above address, or if hand carried, in Room 618, until 4:00 p.m. on **February 11, 2005**.

[The National Endowment for the Arts continues to experience lengthy delays in the delivery of First-Class and Priority mail. In addition, contents are subject to an irradiation process that may damage material. Please consider using alternative delivery services.]

For information on this solicitation, write or call:
William Hummel
National Endowment for the Arts
Grants & Contracts Office
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506
TELEPHONE: (202) 682-5417
Email: contracts@arts.gov

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The National Endowment for the Arts

The National Endowment for the Arts is the largest annual funder of the arts in the United States. An independent federal agency, the National Endowment for the Arts is the official arts organization of the United States government.

The National Endowment for the Arts awards more than \$100 million annually – investing in every state – which in turn generates more than \$700 million in additional support. The Arts Endowment has played a transformative and sustaining role in the development of regional theater, opera, dance, orchestras, museums, and other arts – both contemporary and traditional – that Americans now enjoy.

Mission

The National Endowment for the Arts is a public agency dedicated to supporting excellence in the arts – both new and established – bringing the arts to all Americans, and providing leadership in arts education.

SECTION I - FUNDING OPPORTUNITY DESCRIPTION

I.A Background

Shakespeare in American Communities brings professional productions of Shakespeare's plays, as well as related educational activities, to underserved communities in all 50 states. Expanding national audiences for Shakespeare and theater, Shakespeare in American Communities is providing many people—particularly young people—with their first-ever live theater performance.

Since September 2003, two distinct phases of this program have taken place under a Cooperative Agreement with Arts Midwest. The first phase was a national tour by seven theater companies, with productions primarily in small and mid-sized communities throughout the United States. These productions were often accompanied by educational outreach activities at local schools. In partnership with the Department of Defense, one company performed exclusively on military bases. Phase I concluded in November 2004.

Phase II, known as Shakespeare for a New Generation, is occurring during the 2004-05 school year. Twenty-two professional theater companies are performing and engaging in educational activities exclusively for student audiences, with each company reaching at least ten schools in their region.

Shakespeare in American Communities has a strong emphasis on education. A multimedia educational toolkit has been developed for distribution to 25,000 teachers. New materials for the toolkit are periodically developed to enhance its educational mission. Elements of the toolkits as well as tour materials include specific name and program identification to create high visibility for the initiative.

Touring activity related to Phase III of Shakespeare in American Communities will begin under the Cooperative Agreement resulting from this Program Solicitation in summer 2005. Phase III will be a continuation of the Shakespeare for a New Generation project. Approximately 40 theater companies will be selected in March 2005, under a process carried out by Arts Midwest, to provide performances and educational activities for students in underserved communities. Additional companies may be selected to provide innovative model education projects related to Shakespeare and theater.

I.B Scope of Work

I.B.1 Under the Cooperative Agreement resulting from this Program Solicitation, the successful recipient of the Cooperative Agreement (Cooperator), in consultation with the Endowment Project Director, shall be responsible for the Phase III subgranting and project activity set forth herein, and shall work closely with all participating theater companies. Project activities of Phase III will continue through May 2006.

I.B.2 In carrying out this project, the Cooperator shall:

- Engage as many as 40 theater companies to tour Shakespeare productions and/or educational programs to middle and high schools primarily in underserved areas throughout the United States. (The Companies will have been selected in March 2005 by a panel convened by Arts Midwest.)
- Manage the grantmaking process for participating theaters, which will receive subgranted awards of \$15,000-\$35,000, the amount to be determined in cooperation with the Endowment.
- Monitor the progress of each participating theater, and provide technical assistance, as needed, during the project period, including tour planning, educational activities, public relations, evaluation, and documentation.
- Develop and maintain a database with each theater company's performance and outreach information as well other relevant data such as audience demographics, congressional representation, and feedback on the impact of the program. Provide updates on this information to the Endowment in a timely manner.
- Work with the participating theater companies to coordinate high visibility for the initiative, including standardized banners or other signage at performances, and the creation of other promotional materials, as needed. All participating companies and presenters shall acknowledge Endowment support in all materials (including print, Web, and broadcast) pertaining to the program, using an agreed-upon credit.
- Coordinate the design and production of any supplemental educational materials, if a need is determined.
- Develop project support agreements, evaluation mechanisms, and final report specifications for the participating theater companies.
- Receive, review, and approve reports from the participating theaters.
- Assist with special projects or events related to the initiative, if a need is determined by the Endowment.
- Maintain and enhance the existing Shakespeare in American Communities Web site, to feature information about the initiative and the participating companies, as well as links to educational resources.

- Monitor and reconcile the initiative budget, and oversee the disbursement of funds.

SECTION II - AWARD INFORMATION

II.A The Endowment expects to make only one Cooperative Agreement award.

Total funding currently available is up to \$1,200,000. Applicants should allocate \$1,100,000 for subgranting. Subject to satisfactory performance, the availability of funds, favorable recommendation of the National Council on the Arts, determination by the Chairman, and mutual agreement of the parties, the National Endowment for the Arts may enter into subsequent Cooperative Agreements with the successful recipient of the Cooperative Agreement resulting from this Program Solicitation.

II.B The Endowment's Project Director will:

- Provide advice and assistance to the Cooperator throughout the course of the initiative.
- Advise the Cooperator which theater companies have been selected for subgrants.
- Develop a communications strategy and provide communications expertise and staffing for press announcements and media events.
- Provide and distribute educational toolkits.
- Identify needs for promotional and educational materials and work with the Cooperator to develop such materials that are consistent with and supplementary to existing ones.
- Identify special projects or events which would enhance the visibility of the initiative or expand its reach. Work with the Cooperator to plan and carry out such projects or events.
- Identify areas that should be served by the initiative, and assist the Cooperator in identifying theater companies to provide initiative activities in these areas, including touring performances, expanded educational outreach or other means.

SECTION III - ELIGIBILITY INFORMATION

- III.A** Only the Regional Arts Organizations and the State Arts Agencies may apply. The Regional Arts Organizations are: Arts Midwest, Mid-America Arts Alliance, Mid Atlantic Arts Foundation, New England Foundation for the Arts, Southern Arts Federation, and Western States Arts Federation.
- III.B** Matching is not required. However, each subgrant should be matched on at least a one-to-one basis.

SECTION IV - APPLICATION AND SUBMISSION **INFORMATION**

- IV.A** This solicitation provides all of the information that you need to submit a proposal.
- IV.B** Signed proposals in response to this solicitation, in original and three copies shall contain:
- IV.B.1** A proposal describing how the applicant will carry out the project, including:
- Qualifications and experience in implementing a project of this type.
 - The qualifications and responsibilities of staff or others who will be involved with the project.
- IV.B.2** A detailed Budget. Applicants should allocate \$1,100,000 for subgranting. The attached Budget Forms should be used. Additional schedules or supporting information may be attached, as necessary. In addition, if indirect cost is proposed, include a copy of the most recent indirect cost rate agreement with your cognizant Federal audit agency.
- IV.C** Proposals in response to this solicitation must be received by **February 11, 2005** at:
- National Endowment for the Arts
Grants & Contracts Office, Room 618
1100 Pennsylvania Ave, N. W., Washington, D.C. 20506
- IV.D** Any proposal received after the time specified for receipt will not be considered unless: it was sent by mail and it was determined by the National Endowment for the Arts that the late receipt was due solely to mishandling by the Endowment after receipt at the Endowment; or it is the only proposal received; or it offers significant cost or technical advantage, and it is received before an award determination has been made.

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SECTION V - APPLICATION REVIEW INFORMATION

V.A Proposals received in response to this Solicitation will be evaluated and a Cooperative Agreement will be entered into with the applicant whose proposal is determined to be most advantageous to the Government. Proposals will be judged on the basis of:

V.A.1 Artistic excellence – Technical/programmatic considerations, including: the proposed approach to carrying out the project, the proposer's understanding of the project requirements, strategies for addressing potential problems, and past performance for similar projects. (approximately 50%)

V.A.2 Artistic merit – Management capabilities including the proposer's past managerial record in organizing and implementing theater tours, including ability to complete the project on time and within budget, qualifications and experience, resources and management controls, total cost and/or the reasonableness of various cost elements, including a proposed match. (approximately 50%)

SECTION VI - AWARD ADMINISTRATION INFORMATION

VI.A Cooperative Agreement

The instrument that will be awarded as a result of this Program Solicitation is a Cooperative Agreement, as defined by the Federal Grant and Cooperative Agreement Act of 1977, Public Law 95-224. A Cooperative Agreement is a cost reimbursement instrument. No fee or profit (or other increment above allowable cost) is allowed.

For nonprofit organizations except colleges and universities, the provisions of Office of Management and Budget Circulars A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") and A-122 as amended ("Cost Principles for Nonprofit Organizations") will be incorporated by reference into the Cooperative Agreement.

For units of state and local governments and federally recognized Indian Tribal governments, the provisions of the government-wide Common Rule issued pursuant to Office of Management and Budget Circular A-102 and codified by the National Endowment for the Arts as "Part 1157-Uniform Administrative Requirements for Grants and Cooperative Agreements," Office of Management and Budget Circulars A-128 ("Audits of State and Local Governments"), and A-87 ("Cost Principles Applicable to Grants and Contracts with State and Local Governments") will be incorporated by reference into the Cooperative Agreement.

VI.B General Terms and Conditions

National Endowment for the Arts Cooperative Agreements are subject to the General Terms and Conditions for Grants and Cooperative Agreements to Organizations, located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>

VI.C Assurances of Compliance**Assurance of Compliance with Non Discrimination Requirements**

By submission of a proposal, the proposer hereby agrees that it will execute projects, productions, workshops and programs in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, where applicable. Copies of the nondiscrimination regulations identified above may be obtained by writing to the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Ave, NW, Washington, D.C. 20506.

Certification Concerning Debarment and Suspension

The Proposer certifies that, as required by regulations implementing Executive Order 12549, "Debarment and Suspension," neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) has, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with a public (Federal, State, or local) transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in (b) of this certification; and (d) has within a three-year period preceding this proposal had any public transactions terminated for cause or default; and that it will include this clause without modification in all lower tier covered transactions (excluding contracts under \$25,000), solicitations, and proposals.

Where the Proposer or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Endowment Grants & Contracts Office.

Delinquent Debt Certification

The Proposer certifies that it is not delinquent on any Federal debt or, if it is, will provide explanatory information. Examples of relevant debt include delinquent taxes, audit disallowance, benefit overpayments.

Labor Standards Assurance and Drug-Free Workplace Act Certification

The successful recipient of the Cooperative Agreement will also be required to provide assurance of compliance with the labor standards set out in "Part 505 (29 CFR) - Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts," in accordance with the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.); and provide the certification required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.; also implemented through the Debarment and Suspension regulations).

VI.D Reporting

VI.D.1 The National Endowment for the Arts is required to report on the geographic locations of grant and Cooperative Agreement activities. To ensure the accuracy of this information, the Cooperator shall submit a completed *Geographic Location of Project Activity* form within 30 days after award of the Cooperative Agreement, or with the first request for payment, whichever comes first. The form is located at

<http://www.arts.gov/manageaward/CoopAgreements.html>

VI.D.2 No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, and the Endowment Project Director a Final Descriptive Report (FDR), and a Financial Status Report, Standard Form 269. Report forms are located on the National Endowment for the Arts website at: <http://www.arts.gov/manageaward/CoopAgreements.html>.

SECTION VII - AGENCY CONTACTS

For information on this solicitation, write or call:

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SECTION VIII - OTHER INFORMATION

Rejection and Award.

The National Endowment for the Arts reserves the right to reject any or all proposals.

BUDGET FORMS

Page 1 of 2. Read the instructions that follow this form before you start.

Applicant (official IRS name),
EIN, DUNS, Authorizing Official
and Signature:

INCOME

1. Amount requested from the Arts Endowment \$ _____

2. Total match for this project Be as specific as possible. Asterisk (*) those funds that are committed or secured.
Amount

Cash (Refers to the cash donations, grants, and revenues that are expected or received for this project)

Total cash a. \$

In-kind: Donated space, supplies, volunteer services (These same items also must be listed as direct costs under "Expenses" below or in Part 2 of the Project Budget form; identify sources)

Total donations b. \$

Total match for this project (2a. + 2b.) \$

EXPENSES

1. Direct costs: Salaries and wages

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
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Total salaries and wages a. \$

Fringe benefits Total fringe benefits b. \$

Total salaries, wages, and fringe benefits (a. + b.) \$

Page 2 of 2. Read the instructions that follow this form before you start.

Applicant (official IRS name):

EXPENSES, CONTINUED

2. Direct costs: Travel (Include subsistence)

# of travelers	From	To	Amount
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Total travel \$

3. Direct costs: Other expenses (Include consultant and other fees, honoraria, contractual services, access accommodations, publication, telephone, photocopying, postage, supplies and materials, distribution, transportation of items other than personnel, rental of space or equipment, and other project-specific costs)

Amount

Total other expenses \$

4. Total direct costs (1. from Project Budget, Part 1 +2.+3.) \$

5. Indirect costs (if applicable)

Federal Agency:	Rate (%)	x Base	= \$
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6. Total project costs (4.+5.) \$

Instructions For Budget Form

INCOME

1. **AMOUNT REQUESTED FROM THE ARTS ENDOWMENT:** Indicate the amount that you are requesting from the Arts Endowment.
2. **TOTAL MATCH FOR THIS PROJECT:** Cash match refers to the cash donations (including items or services that are provided by the applicant organization), grants, and revenues that are expected or received for this project. Do not include any Arts Endowment or other federal grants (e.g., from the Department of Education, National Science Foundation, National Endowment for the Humanities) that are anticipated or received.

In-kind: Donated space, supplies, volunteer services are goods and services that are donated by individuals or organizations other than the applicant (third-party). To qualify as matching resources, these same items also must be listed in the project budget as direct costs. The dollar value of these non-cash donations should be calculated at their verifiable fair-market value. Identify sources. Reminder: Proper documentation must be maintained for all items noted as “in-kind.”

EXPENSES

DIRECT COSTS are those that are identified specifically with the project. Salaries and wages cover compensation for personnel, administrative and artistic, who are paid on a salary basis. (Funds for contractual personnel and compensation for artists who are paid on a fee basis should be included in “3. Other expenses” in Part 2 of the Project Budget form, and not here.) Indicate the title and/or type of personnel, the number of personnel, the annual or average salary range, and the percentage of time that will be devoted to the project. List key staff positions, and combine similar functions. Where appropriate, use ranges. Example:

Title and/or type of personnel	Number of personnel	Annual or average salary range	% of time devoted to this project	Amount
Executive Director	1	\$40,000 per yr.	10%	\$4,000
Archivists	3	\$20-25,000 per yr.	5-40%	\$15,000
Support Staff	2	\$15-20,000 per yr.	20-30%	\$9,000

Salaries and wages for performers and related or supporting personnel must be estimated at rates no less than the prevailing minimum compensation as required by the Department of Labor Regulations. (See “Legal Requirements” for details.) Salaries and wages that are incurred in connection with fund raising are not allowable project expenses; do not include them in your budget.

Fringe benefits are those costs other than wages or salary that are attributable to an employee, as in the form of pension, insurance, etc. They may be included here only if they are not included as indirect costs.

INDIRECT COSTS are overhead or administrative costs that are not readily identifiable with a specific project. (The costs of operating and maintaining facilities and equipment, depreciation or use allowances, and administrative salaries and supplies are typical examples of indirect costs.) Indirect costs are prorated or charged to a project through a rate negotiated with the Arts Endowment or another federal agency. If you do not have or intend to negotiate an indirect cost rate, leave this section blank. You may claim administrative costs or overhead as direct costs under “3. Other expenses.” If you have a negotiated rate and would like to include indirect costs, complete the information requested in this section and attach a copy of your current negotiated agreement. For additional information, see “Indirect Cost Guide for NEA Grantees.”

TOTAL PROJECT COSTS is the total of “4. Total direct costs,” and, if applicable, “5. Indirect costs.” NOTE: “1. Amount requested from the Arts Endowment” (from Part 1 of the Project Budget form) plus “2. Total match for this project” (also from Part 1) must equal the “Total project costs.” Your project budget should not equal your organization’s entire operating budget.